

EDWARD P. GARSON (SBN 96786)

Edward.Garson@WilsonElser.com

MONICA CASTILLO (SBN 146154)

monica.Castillo@WilsonElser.com

WILSON ELSEER MOSKOWITZ

EDELMAN & DICKER LLP

655 Montgomery Street, Suite 900

San Francisco, CA 94111

Telephone: (415) 433-0990

Facsimile: (415) 434-1370

Attorneys for Defendants

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY,

LA SHELLE DOZIER, MARYLIZ PAULSON,

TORY LYNCH, TANYA CRUZ, TAMEKA

JACKSON, LISA MACIAS, TIFFANY BROWN,

and IBRA HENLY

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SYDNEY BROOKE ROBERTS and
DAVID TYRONE SAMUEL

Plaintiffs,

v.

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY, et al.,

Defendants.

No.: 2:22-cv-01699 DJC AC

**DECLARATION OF MONICA CASTILLO IN
SUPPORT OF DEFENDANTS' MOTION TO
ENFORCE PARTIES' AGREEMENT TO
SETTLE AND DISMISS INSTANT LAWSUIT**

Assigned to Magistrate Allison Claire

DATE: June 25, 2025

TIME: 10:00 am

COURTROOM: 26

I, Monica Castillo, declare:

1. I am licensed to practice law in the State of California and am an attorney at Wilson Elser Moskowitz Edelman and Dicker LLP, the law firm representing Defendants SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, ("Defendants").

2. I have personal knowledge of the facts set forth herein. If called to testify to those matters herein, I could and would do so competently. I make this declaration in support of Defendants' MOTION TO ENFORCE PARTIES' AGREEMENT TO SETTLE

1 AND DISMISS INSTANT LAWSUIT. Except as expressly stated, I have personal
2 knowledge of the facts set forth below and, if called as a witness, could and would testify
3 accurately to their veracity.

4 3. On May 19, 2025, I emailed Plaintiffs to inform them that Defendants would be
5 noticing their depositions and proposed June 9, 2025, for Mr. Samuel's deposition and June
6 10, 2025, for Ms. Roberts' deposition. Attached as **Exhibit A** is a true and correct copy of
7 my May 19, 2025, email.

8 4. The following day, May 20, 2025, Mr. Samuel responded to me that Plaintiffs
9 required a CART certified reporter for their depositions. Attached as **Exhibit B** is a true and
10 correct copy of Mr. Samuel's May 20, 2025, email.

11 5. Finding a CART certified court reporter was difficult – my office made its best
12 effort and it was not until May 30, 2025, that such a reporter was located. On May 30, 2025,
13 I emailed Plaintiffs that a CART certified court reporter would be available for their
14 depositions, and asked for confirmation of the June 9 and June 10, 2025, deposition dates.
15 Deposition notices were prepared and were to be served on June 5, 2025, with the June 9,
16 2025 and June 10, 2025 deposition dates as discussed. Attached as **Exhibit C** is a true
17 and correct copy of my May 30, 2025, email.

18 6. On June 3, 2025, I emailed Plaintiffs that certain SHRA employees were being
19 offered for deposition on Plaintiffs' requested deposition topics as follows:

- 20 • MaryLiz Paulson, SHRA Director, on June 16, 2025;
- 21 • Ilya Prozokov, SHRA employee, on June 17, 2025; and
- 22 • Melaine Olson, SHRA employee, on June 11, 2025.

23 Party depositions would thus be completed prior to the June 25, 2025, close of discovery
24 pursuant to the April 18, 2024, Scheduling Order. Attached as **Exhibit D** is a true and
25 correct copy of my June 3, 2025, email.

26 ///

27 ///

28 ///

1 7. On Thursday, June 5, 2025, at about 10:26 a.m., in pro per Plaintiffs emailed me
2 and offered a settlement of the instant matter including a “mutual walkaway” and dismissal
3 of the action, and agreed to sign a dismissal reflecting certain terms. Attached as **Exhibit**
4 **E** is a true and correct copy of Plaintiffs’ June 5, 2025, email.

5 8. Later that same day, at about 11:10 am, I emailed Plaintiffs that I had
6 authorization to accept Plaintiffs’ offer to settle and dismiss the instant matter on the
7 grounds Plaintiffs set forth in their offer, informed Plaintiffs that I would prepare the Release
8 and forward to them for their review and execution, and advised Plaintiffs of the usual
9 practice that Plaintiffs notify the court as soon as possible that the parties had agreed to
10 settle the matter. Attached as **Exhibit F** is a true and correct copy of my June 5, 2025,
11 email.

12 9. As a result of the parties’ written offer and acceptance to settle and dismiss the
13 instant matter, the notices for Plaintiffs’ depositions were not served.

14 10. I informed my clients the matter was settled and would be dismissed, and that
15 SHRA employees’ depositions were not going forward.

16 11. On June 10, 2025, I emailed Plaintiffs with a proposed Settlement and Release
17 Agreement (“Agreement”) for their review and execution. The Agreement encapsulated
18 Plaintiffs’ previously requested terms and included a confidentiality term. Attached as
19 **Exhibit G** is a true and correct copy of my June 10, 2025, email.

20 12. Shortly thereafter that same day, Plaintiffs emailed me that the settlement offer
21 was withdrawn. Additionally, Plaintiff Samuel stated he wanted to move forward with his
22 deposition that same day (his deposition was to have taken place on June 9, 2025, not
23 June 10, 2025), and that the SHRA employees’ depositions dates were offered with “too
24 little prior notice” and that 30 days would be need for these depositions. Attached as **Exhibit**
25 **H** is a true and correct copy of Plaintiffs’ June 10, 2025, email.

26 13. On June 11, 2025, I emailed Plaintiffs that Defendants would be filing the instant
27 motion, that Plaintiffs’ email to go forward with Plaintiffs’ depositions came too late, and
28 requested confirmation that the amply noticed June 16, 2025 and June 17, 2025,

1 depositions of SHRA employees would go forward. Attached as **Exhibit I** is a true and
2 correct copy of my June 11, 2025, email.

3 14. Later that same day, Plaintiffs emailed me to state their claim of the absence of
4 any binding agreement to settle pursuant to FRCP 41(a)(1)(A)(ii), that Plaintiffs did not
5 agree to certain terms within the proposed Agreement, that Defendants “failed to provide
6 the requested availability (of SHRA employees) in advance” and that Plaintiffs were
7 prepared to appear for depositions on the dates noticed but that Defendants cancelled them
8 based on the settlement. Attached as **Exhibit J** is a true and correct copy of Plaintiffs’ June
9 11, 2025, email.

10 15. Defendants had no choice but to file the instant motion to enforce the agreement
11 to settle and dismissal of this matter.

12
13 I declare under penalty of perjury under the laws of California that the foregoing is
14 true and correct.

15 Executed in San Francisco, California, on this June 13, 2025

16 

17 _____
18 Monica Castillo
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EXHIBIT A

Carinio, Jasmine

From: Castillo, Monica
Sent: Monday, May 19, 2025 3:13 PM
To: davidsa@possiblymaybe.com; home@possiblymaybe.com
Cc: Castillo, Monica; Mistry, Chandni; Touson, Geraldine; Carinio, Jasmine
Subject: Roberts v. SHRA; Plaintiffs' depositions

Importance: High

Mr. Samuel and Ms. Roberts:

We will be noticing and taking each of your depositions.

We propose June 9, 2025, for Mr. Samuel and June 10, 2025, for Ms. Roberts. These will be via Zoom.

Please advise if available.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

EXHIBIT B

Carinio, Jasmine

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Tuesday, May 20, 2025 8:00 AM
To: Castillo, Monica; Garson, Edward; Maddy, David and Artemis Samuel; Barbara McGarvey
Subject: Re: Roberts v. SHRA; Plaintiffs' depositions

EXTERNAL EMAIL This email originated from outside the organization.

Counsel:

Thank you for your message. We have a concern regarding the accessibility of depositions conducted solely via Zoom's automatic transcription, which in our experience is not reliable for real-time communication. As pro se litigants with hearing and communication disabilities, we require *effective* real-time text transcription to participate fully in the deposition, as required by the ADA and federal court policy.

We would be able to participate via Zoom **if** a certified CART (Communication Access Realtime Translation) provider is present and integrated into the deposition. If your court reporting service can provide this, please confirm. Alternatively, if you are able to recommend or provide another platform that is both accessible to us and supports certified CART, we are open to suggestions.

If a professional CART service cannot be arranged for a remote deposition, we may need to discuss alternative arrangements, including in-person depositions with appropriate accommodations.

Please let us know how you intend to proceed regarding CART or comparable transcription services. We look forward to your response so we can confirm scheduling.

Best Regards,

David

On Mon, May 19, 2025 at 3:12 PM Castillo, Monica <Monica.Castillo@wilsonelser.com> wrote:

Mr. Samuel and Ms. Roberts:

We will be noticing and taking each of your depositions.

We propose June 9, 2025, for Mr. Samuel and June 10, 2025, for Ms. Roberts. These will be via Zoom.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.

EXHIBIT C

Carinio, Jasmine

From: Castillo, Monica
Sent: Friday, May 30, 2025 11:23 AM
To: David Samuel; Maddy, David and Artemis Samuel; Barbara McGarvey
Cc: Castillo, Monica; Carinio, Jasmine
Subject: RE: Roberts v. SHRA; Plaintiffs' depositions

Mr. Samuel and Ms. Roberts:

We have confirmation that the court report is a CART-certified court reporter.
Please confirm if June 9 and 10 work so we may confirm with the court reporter.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Tuesday, May 20, 2025 8:00 AM
To: Castillo, Monica <Monica.Castillo@wilsonelser.com>; Garson, Edward <Edward.Garson@wilsonelser.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>
Subject: Re: Roberts v. SHRA; Plaintiffs' depositions

EXTERNAL EMAIL This email originated from outside the organization.
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Counsel:

Thank you for your message. We have a concern regarding the accessibility of depositions conducted solely via Zoom's automatic transcription, which in our experience is not reliable for real-time communication. As pro se litigants with hearing and communication disabilities, we require *effective* real-time text transcription to participate fully in the deposition, as required by the ADA and federal court policy.

We would be able to participate via Zoom **if** a certified CART (Communication Access Realtime Translation) provider is present and integrated into the deposition. If your court reporting service can provide this, please confirm. Alternatively, if you are able to recommend or provide another platform that is both accessible to us and supports certified CART, we are open to suggestions.

If a professional CART service cannot be arranged for a remote deposition, we may need to discuss alternative arrangements, including in-person depositions with appropriate accommodations.

Please let us know how you intend to proceed regarding CART or comparable transcription services. We look forward to your response so we can confirm scheduling.

Best Regards,

David

On Mon, May 19, 2025 at 3:12 PM Castillo, Monica <Monica.Castillo@wilsonelser.com> wrote:

Mr. Samuel and Ms. Roberts:

We will be noticing and taking each of your depositions.

We propose June 9, 2025, for Mr. Samuel and June 10, 2025, for Ms. Roberts. These will be via Zoom.

Please advise if available.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
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monica.castillo@wilsonelser.com

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Be particularly wary of any request to change wire instructions

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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.

EXHIBIT D

Carinio, Jasmine

From: Castillo, Monica
Sent: Tuesday, June 3, 2025 9:39 AM
To: David Samuel
Cc: Castillo, Monica
Subject: Roberts; identification of SHRA persons most knowledgeable for depositions

Mr. Samuel and Ms. Roberts:

Regrading the requested topics for persons most knowledgeable depositions, SHRA identifies MaryLiz Paulson as the person who will testify on the topics of Geographic and Demographic Distribution of Voucher Outcomes, Market data/Contractors, Covid-era lobby and service closures, Phone system, Internal training & policy updates and Data Collection and Retention Policy Updates. Ms. Paulson is currently available on **June 16, 2025, from 11 am – 1 pm then 2 pm to 5 pm**. She has availability on other days, but it is limited. Please **advise asap** regarding this date.

As to Voucher Processing and Approval Timelines, SHRA has identified Ilya Prozorov
As to Reasonable Accommodation Process and Outcomes, SHRA has identified Melanie Olson.
We will soon provide availability for their respective depositions.

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

EXHIBIT E

Carinio, Jasmine

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Thursday, June 5, 2025 10:26 AM
To: Garson, Edward; Castillo, Monica; Maddy, David and Artemis Samuel; Barbara McGarvey
Subject: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.

Counsel:

In light of the current status of the case, including the pending motions and the likelihood that some claims will proceed to trial while others may be resolved by summary judgment, Plaintiffs are willing to consider a global resolution to avoid further litigation burden for both parties.

Plaintiffs propose a mutual walkaway and closure of this action on the following terms:

- Dismissal of all claims with prejudice;
- Each side to bear its own fees and costs;
- Mutual release of all claims arising out of the facts and events at issue in this litigation;
- No further pursuit of sanctions or adverse actions by either party;
- Agreement that no party will pursue or permit any form of retaliation as a result of this lawsuit or its resolution.

If Defendants are amenable, we are prepared to sign a stipulated dismissal reflecting these terms. Please advise whether you are interested in resolving this matter accordingly, or if you wish to discuss modifications.

Thank you for your consideration.

Best Regards,

David Samuel
Sydney Roberts

EXHIBIT F

Carinio, Jasmine

From: Castillo, Monica
Sent: Thursday, June 5, 2025 11:10 AM
To: David Samuel; Maddy, David and Artemis Samuel; Barbara McGarvey
Cc: Garson, Edward; Castillo, Monica; Carinio, Jasmine
Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

Mr. Samuel and Ms. Roberts:

We have authorization to accept your offer to settle and dismiss this case on the grounds you set forth in your email, below.

We will prepare the Release and forward to you for review and execution.

The usual course is that Plaintiffs notify the court, as soon as possible, that the parties have agreed to settle the matter without mentioning to the court the terms of the settlement agreement. Please confirm that you will notify the court.

Thank you,
Monica

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Thursday, June 5, 2025 10:26 AM
To: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>
Subject: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.
--

Counsel:

In light of the current status of the case, including the pending motions and the likelihood that some claims will proceed to trial while others may be resolved by summary judgment, Plaintiffs are willing to consider a global resolution to avoid further litigation burden for both parties.

Plaintiffs propose a mutual walkaway and closure of this action on the following terms:

- Dismissal of all claims with prejudice;
- Each side to bear its own fees and costs;
- Mutual release of all claims arising out of the facts and events at issue in this litigation;
- No further pursuit of sanctions or adverse actions by either party;
- Agreement that no party will pursue or permit any form of retaliation as a result of this lawsuit or its resolution.

If Defendants are amenable, we are prepared to sign a stipulated dismissal reflecting these terms. Please advise whether you are interested in resolving this matter accordingly, or if you wish to discuss modifications.

Thank you for your consideration.

Best Regards,

David Samuel
Sydney Roberts

EXHIBIT G

Carinio, Jasmine

From: Castillo, Monica
Sent: Tuesday, June 10, 2025 7:30 AM
To: David Samuel; Maddy, David and Artemis Samuel; Barbara McGarvey
Cc: Castillo, Monica
Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC
Attachments: SETTLEMENT AND RELEASE AGREEMENT(314441657.1).doc; SETTLEMENT AND RELEASE AGREEMENT(314552837.1).rtf

Ms. Roberts and Mr. Samuel:

Attached is the Settlement and Release Agreement (in Word and .rtf formats for ease of accessibility) for your review and execution.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: Castillo, Monica
Sent: Thursday, June 5, 2025 11:10 AM
To: David Samuel <davidsa@possiblymaybe.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>
Cc: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Carinio, Jasmine <Jasmine.Carinio@wilsonelser.com>
Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

Mr. Samuel and Ms. Roberts:

We have authorization to accept your offer to settle and dismiss this case on the grounds you set forth in your email, below.

We will prepare the Release and forward to you for review and execution.

The usual course is that Plaintiffs notify the court, as soon as possible, that the parties have agreed to settle the matter without mentioning to the court the terms of the settlement agreement. Please confirm that you will notify the court.

Thank you,
Monica

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: David Samuel <davidsa@possiblymaybe.com>

Sent: Thursday, June 5, 2025 10:26 AM

To: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>

Subject: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.

Counsel:

In light of the current status of the case, including the pending motions and the likelihood that some claims will proceed to trial while others may be resolved by summary judgment, Plaintiffs are willing to consider a global resolution to avoid further litigation burden for both parties.

Plaintiffs propose a mutual walkaway and closure of this action on the following terms:

- Dismissal of all claims with prejudice;
- Each side to bear its own fees and costs;
- Mutual release of all claims arising out of the facts and events at issue in this litigation;
- No further pursuit of sanctions or adverse actions by either party;
- Agreement that no party will pursue or permit any form of retaliation as a result of this lawsuit or its resolution.

If Defendants are amenable, we are prepared to sign a stipulated dismissal reflecting these terms. Please advise whether you are interested in resolving this matter accordingly, or if you wish to discuss modifications.

Thank you for your consideration.

Best Regards,

David Samuel
Sydney Roberts

EXHIBIT H

Carinio, Jasmine

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Tuesday, June 10, 2025 7:52 AM
To: Castillo, Monica
Subject: Re: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.

Counsel:

After some consideration, we are withdrawing our offer under these terms.

I am prepared to move forward with the deposition today, but haven't received a zoom link yet.

The offered deposition dates for the SHRA subject matter experts are offered with too little prior notice, we would need at least 30 days to make the necessary arrangements.

Best Regards,

David

On Tue, Jun 10, 2025 at 7:30 AM Castillo, Monica <Monica.Castillo@wilsonelser.com> wrote:

Ms. Roberts and Mr. Samuel:

Attached is the Settlement and Release Agreement (in Word and .rtf formats for ease of accessibility) for your review and execution.

Thank you,

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: Castillo, Monica

Sent: Thursday, June 5, 2025 11:10 AM

To: David Samuel <davidsa@possiblymaybe.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>

Cc: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Carinio, Jasmine <Jasmine.Carinio@wilsonelser.com>

Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

Mr. Samuel and Ms. Roberts:

We have authorization to accept your offer to settle and dismiss this case on the grounds you set forth in your email, below.

We will prepare the Release and forward to you for review and execution.

The usual course is that Plaintiffs notify the court, as soon as possible, that the parties have agreed to settle the matter without mentioning to the court the terms of the settlement agreement. Please confirm that you will notify the court.

Thank you,

Monica

Monica Castillo
Attorney at Law
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From: David Samuel <davidsa@possiblymaybe.com>

Sent: Thursday, June 5, 2025 10:26 AM

To: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>
Subject: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

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Counsel:

In light of the current status of the case, including the pending motions and the likelihood that some claims will proceed to trial while others may be resolved by summary judgment, Plaintiffs are willing to consider a global resolution to avoid further litigation burden for both parties.

Plaintiffs propose a mutual walkaway and closure of this action on the following terms:

- Dismissal of all claims with prejudice;
- Each side to bear its own fees and costs;
- Mutual release of all claims arising out of the facts and events at issue in this litigation;
- No further pursuit of sanctions or adverse actions by either party;
- Agreement that no party will pursue or permit any form of retaliation as a result of this lawsuit or its resolution.

If Defendants are amenable, we are prepared to sign a stipulated dismissal reflecting these terms. Please advise whether you are interested in resolving this matter accordingly, or if you wish to discuss modifications.

Thank you for your consideration.

Best Regards,

David Samuel
Sydney Roberts

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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.

EXHIBIT I

Carinio, Jasmine

From: Castillo, Monica
Sent: Wednesday, June 11, 2025 11:36 AM
To: David Samuel
Cc: Castillo, Monica; Carinio, Jasmine
Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

Importance: High

Mr. Samuel and Ms. Roberts:

This is not only disappointing but is a breach of our agreement to settle this matter and dismiss the case. We will be filing a motion to enforce our agreement to settle.

Your email came one day after the date we noticed for your deposition and the same day of the noticed deposition for Ms. Roberts, certainly too late to have these go forward.

As for the depositions of SHRA employees, we provided ample time for you to take their depositions on the dates we provided.

Please advise if these will go forward as offered:

- June 16, 2025, - MaryLiz Paulson
- June 17, 2025 – Ilya Prozorov

We will have to find a new date for Melanie Olson, who was offered for today, June 11, 2025.

Monica Castillo
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
655 Montgomery St., Ste. 900
San Francisco, CA 94111
415.625.9372 (Direct)
415.433.0990 (Main)
monica.castillo@wilsonelser.com

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Tuesday, June 10, 2025 7:52 AM
To: Castillo, Monica <Monica.Castillo@wilsonelser.com>
Subject: Re: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.
--

Counsel:

After some consideration, we are withdrawing our offer under these terms.

I am prepared to move forward with the deposition today, but haven't received a zoom link yet.

The offered deposition dates for the SHRA subject matter experts are offered with too little prior notice, we would need at least 30 days to make the necessary arrangements.

Best Regards,

David

On Tue, Jun 10, 2025 at 7:30 AM Castillo, Monica <Monica.Castillo@wilsonelser.com> wrote:

Ms. Roberts and Mr. Samuel:

Attached is the Settlement and Release Agreement (in Word and .rtf formats for ease of accessibility) for your review and execution.

Thank you,

Monica Castillo
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monica.castillo@wilsonelser.com

From: Castillo, Monica
Sent: Thursday, June 5, 2025 11:10 AM
To: David Samuel <davidsa@possiblymaybe.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>
Cc: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Carinio, Jasmine <Jasmine.Carinio@wilsonelser.com>
Subject: RE: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

Mr. Samuel and Ms. Roberts:

We have authorization to accept your offer to settle and dismiss this case on the grounds you set forth in your email, below.

We will prepare the Release and forward to you for review and execution.

The usual course is that Plaintiffs notify the court, as soon as possible, that the parties have agreed to settle the matter without mentioning to the court the terms of the settlement agreement. Please confirm that you will notify the court.

Thank you,

Monica

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From: David Samuel <davidsa@possiblymaybe.com>

Sent: Thursday, June 5, 2025 10:26 AM

To: Garson, Edward <Edward.Garson@wilsonelser.com>; Castillo, Monica <Monica.Castillo@wilsonelser.com>; Maddy, David and Artemis Samuel <home@possiblymaybe.com>; Barbara McGarvey <sea@possiblymaybe.com>

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Counsel:

In light of the current status of the case, including the pending motions and the likelihood that some claims will proceed to trial while others may be resolved by summary judgment, Plaintiffs are willing to consider a global resolution to avoid further litigation burden for both parties.

Plaintiffs propose a mutual walkaway and closure of this action on the following terms:

- Dismissal of all claims with prejudice;
- Each side to bear its own fees and costs;
- Mutual release of all claims arising out of the facts and events at issue in this litigation;
- No further pursuit of sanctions or adverse actions by either party;
- Agreement that no party will pursue or permit any form of retaliation as a result of this lawsuit or its resolution.

If Defendants are amenable, we are prepared to sign a stipulated dismissal reflecting these terms. Please advise whether you are interested in resolving this matter accordingly, or if you wish to discuss modifications.

Thank you for your consideration.

Best Regards,

David Samuel
Sydney Roberts

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EXHIBIT J

Carinio, Jasmine

From: David Samuel <davidsa@possiblymaybe.com>
Sent: Wednesday, June 11, 2025 11:55 AM
To: Castillo, Monica; Garson, Edward; Maddy, David and Artemis Samuel; Barbara McGarvey
Subject: Re: Proposed Mutual Dismissal and Closure – Roberts et al. v. SHRA et al., 2:22-cv-01699-DJC-AC

EXTERNAL EMAIL This email originated from outside the organization.

Counsel:

We acknowledge receipt of your June 11, 2025 correspondence.

Absence of Binding Agreement; Fed. R. Civ. P. 41(a)(1)(A)(ii) and Local Rule 160

Plaintiffs reiterate that there is no enforceable settlement agreement under either Federal Rule of Civil Procedure 41(a)(1)(A)(ii) or Eastern District Local Rule 160. Defendants unilaterally introduced material terms—including a non-disclosure agreement, non-disparagement provisions, and other substantive restrictions—that were never accepted by Plaintiffs and were never incorporated into a fully executed written agreement. Plaintiffs have not stipulated to dismissal, nor have all essential terms been agreed upon or formalized. Plaintiffs will oppose any motion to enforce an alleged settlement on both factual and legal grounds.

Depositions of SHRA Employees; Fed. R. Civ. P. 30(b)(1) and 26(g)

Plaintiffs are not willing to proceed with the depositions of MaryLiz Paulson or Ilya Prozorov as currently noticed. Defendants failed to provide the requested availability of these witnesses in advance, contrary to the cooperation required by Fed. R. Civ. P. 26(g), resulting in inadequate and prejudicial notice under Fed. R. Civ. P. 30(b)(1). Plaintiffs are not responsible for Defendants' refusal to coordinate scheduling in good faith.

Plaintiff Depositions; Rule 30

The depositions of Mr. Samuel and Ms. Roberts were properly noticed by Defendants pursuant to Fed. R. Civ. P. 30. Plaintiffs were available and prepared to appear on the dates noticed. Defendants unilaterally cancelled those depositions based solely on their assumption that a settlement would occur. Any resulting failure to complete those depositions is attributable to Defendants, not Plaintiffs.

Discovery and Public Advocacy; Fed. R. Civ. P. 26 and First Amendment

For avoidance of doubt, Plaintiffs will not agree to any terms limiting their right to public advocacy or publication of the facts and procedural history of this matter. Any attempt to condition settlement on a non-disparagement or non-disclosure provision is incompatible with Plaintiffs' First Amendment rights and public interest in transparency.

Outstanding Discovery; Rules 26, 34, and 37

Defendants' production remains deficient in violation of Fed. R. Civ. P. 26 and 34, including failure to produce the full administrative case file, Reasonable Accommodation Committee records, and all responsive internal communications. Plaintiffs reserve all rights under Fed. R. Civ. P. 37 to seek appropriate relief, including sanctions and further judicial intervention.

Procedural Notice and Preservation of Rights

If Defendants intend to pursue a motion to enforce a purported settlement, Plaintiffs demand that you identify with specificity all communications, drafts, and purported agreements upon which you rely, and comply fully with all notice and service requirements under the Local Rules and the Federal Rules of Civil Procedure. Plaintiffs expressly reserve all procedural and substantive rights in this matter.

Best Regards,

David

On Wed, Jun 11, 2025 at 11:36 AM Castillo, Monica <Monica.Castillo@wilsonelser.com> wrote:

Mr. Samuel and Ms. Roberts:

This is not only disappointing but is a breach of our agreement to settle this matter and dismiss the case. We will be filing a motion to enforce our agreement to settle.

Your email came one day after the date we noticed for your deposition and the same day of the noticed deposition for Ms. Roberts, certainly too late to have these go forward.

As for the depositions of SHRA employees, we provided ample time for you to take their depositions on the dates we provided.

Please advise if these will go forward as offered:

- June 16, 2025, - MaryLiz Paulson
- June 17, 2025 – Ilya Prozorov

We will have to find a new date for Melanie Olson, who was offered for today, June 11, 2025.

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Thank you.

CERTIFICATE OF SERVICE

Brooke Roberts, et al. v. Sacramento Housing and Redevelopment Agency, et al.
USDC, Eastern District of California, No. 2:22-cv-01699-TLN-AC

I certify that on *June 13, 2025*, I electronically filed the foregoing document(s) and that they are available for viewing and downloading from the Court's CM/ECF system, and that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Executed on June 13, 2025, at San Francisco, California.

